

**FIRST AMENDMENT
TO THE
MEMORANDUM OF UNDERSTANDING**

BETWEEN

**ACCIDENT INVESTIGATION BUREAU
(the Bureau)**

AND

**NIGERIAN CIVIL AVIATION AUTHORITY
(The Authority)**

Subject Matter: Amendment to MoU dated 16th of January, 2007 for enhanced coordination and appropriate working relationship, establishment of procedures for investigation of air accidents and incidents between the parties and dispatch of ICAO State letters

First Amendment to the Memorandum of Understanding (MoU) dated 16th January, 2007

This Amended MoU (the 'Amendment') dated the 24th day of November, 2016 is entered into by and between the Bureau and the Authority (the 'parties'); listed as signatories hereto;

Whereas:

1. i. a) the Parties wish to amend the MoU dated 16th January, 2007 for the coordination, working relationship, further enhancement of the procedures for investigation of air accidents and incidents between the parties;

b) the parties recognise that the Authority is the focal entity responsible for coordination of ICAO State letters in Nigeria;

c) the Authority shall be required to receive and dispatch all ICAO State letters on Annex 13 to the Bureau;

ii. Section 29 CAA 2006 provides for the establishment of the Bureau to investigate accident aircraft accidents and serious incidents occurring in or elsewhere or over Nigeria or to Nigerian aircraft elsewhere.

iii. the Bureau investigates to determine probable cause(s) and if applicable propose recommendations to reduce the likelihood of recurrence of aircraft accidents and to make air transport as safe and free from risk of injury as possible. The purpose of the Bureau's investigations is not to apportion blame or liability.

iv. In the course of investigation of incidents, occurrences and accidents, the Authority is interested in determining compliance with Civil Aviation Laws, Regulations and Standards. This is to determine what additions or improvements to be made to existing standards and regulations in order to improve on safety and to determine what improvements can and should be made to the Civil Aviation system.

v. By virtue of Section 27 (1) of the Civil Aviation Act, 2006 the Authority shall carry out investigations into complaints and occurrences, save for accidents and serious incidents and investigate violation of its Regulations and shall take appropriate action.

vi. It is in the interest of the public and the Government that investigation and information gathering be conducted in the most efficient and effective manner possible, and the Authority should notify the Bureau of all accidents and incidents coming to its attention in a prompt manner.

vii. The Parties desire that:

- a. appropriate working relationship and procedures be established between them;
- b. duplication of efforts should be avoided or minimised and coordination between the parties facilitated;
- c. exchange of data be accomplished in an effective and efficient manner; and
- d. services be exchanged between the parties in a mutually agreed manner.

NOW IT IS MUTUALLY AGREED AS FOLLOWS:

2. A 1. The Authority shall immediately notify the Bureau of all accidents and incidents coming to its attention which occurred within the Nigerian airspace or involving a Nigerian registered aircraft or passengers elsewhere.

- I. The accident investigation shall be under the control of the Bureau's Commissioner of Accident Investigation or its designated Investigator-In-Charge (IIC).
- II. The Authority shall designate in writing an Officer who shall represent it in the investigation.
- III. Any person designated to participate in the investigation by the Authority shall be relieved temporarily of his/her duties as an NCAA staff and shall be under the supervision of the Bureau's Commissioner of Accident Investigation or its IIC throughout the investigation to avoid any conflict of interest.
- IV. Participation of NCAA personnel or representative shall be determined by the Commissioner of the Bureau or his designated IIC. The representative shall work with the Commissioner of the Bureau or the designated IIC, in conducting his activities.
- V. All or any record or report obtained and prepared by the Bureau during the investigation pertinent to the activities of the NCAA shall be made available to the Authority PROVIDED that the procedure for such exchange of report is duly signed and coordinated by the IIC.
- VI. The NCAA shall forward to the Bureau all or any report of the incidents investigated by the Authority and the prevailing ongoing incidents investigated for the purpose of maintaining safety database by the Bureau.
- VII. The Authority shall furnish the Bureau with all data and documents within its custody as may be required by the Bureau.
- VIII. In the course of accident and serious incident investigation conducted by the Bureau, the Bureau shall publish a Preliminary/Interim Report which shall if recommendations are applicable, be sent to the Authority and the operator(s) involved in the accidents and serious incidents for the purpose of enhancing accident prevention and the enforcement or any resultant corrective action PROVIDED that any Preliminary/Interim Report sent by the Bureau to the NCAA and Operators must be acted upon within 60 days of the receipt of same, and if within the specified

period there is no such response, the Bureau shall be at liberty to act on the content of such Preliminary/Interim Report.

- IX. The Authority shall ensure that the status of its actions/conclusions on the Bureau's recommendations is forwarded to the Bureau on actions taken.
 - X. The Authority shall investigate incidents relating to its mandatory occurrence reporting scheme as provided for in the Nigeria Civil Aviation Regulations (Nig. CARs) and ensure compliance with clause 2 (vii) in this regard.
 - XI. The NCAA shall investigate other incidents as may be delegated to the Authority by the Bureau.
- B. The Authority shall immediately upon receipt of ICAO State Letters relating to all Annex 13 matters on aircraft accidents and incidents investigation, transmit same to the Bureau for implementation.
 - C. The Authority's representative in an AIB investigation shall withdraw from any witness interview if the witness refuses to testify for fear of enforcement action. In addition, the Authority's representative may refrain from any efforts which will jeopardize his pursuit of the Authority's compliance and enforcement responsibilities.

3. **OBJECTIVE**

The sole objective of the MoU is to ensure the conduct of efficient, effective and well-coordinated investigation of air accidents and serious incidents in accordance with the provision of ICAO Annex 13, the Civil Aviation Act, 2006 and the Civil Aviation (Investigation of Air Accidents and Incidents) Regulations, 2016.

4. **RELATIONSHIP BETWEEN THE PARTIES**

The Parties hereby agree to cooperate to the greatest possible extent in the most beneficial and efficient manner in the interest of an efficient and effective Accident Investigation System and in line with Nigeria's commitment as a signatory to the Chicago Convention 1944.

5. **APPLICABLE LAWS**

In recognition of the Act establishing the Parties to this MoU to wit; the Civil Aviation Act, 2006, the Nigeria Civil Aviation Regulations (Nig. CARs), the Civil Aviation (Investigation of Air Accidents/incidents) Regulations 2016, the Parties hereby undertake to conduct themselves in accordance with the provisions of the above referenced legislations and regulations.

6. **DISPUTE RESOLUTION**

In the event of any dispute or difference arising out of the operation of this MoU, such dispute and or difference shall be settled amicably between the Chief Executive Officers of both Parties.

7. UPDATES TO THE MEMORANDUM OF UNDERSTANDING

1. This MoU shall be subject to periodic review at a time and in a manner agreed by both parties and all amendments or recommendation shall be encompassed in a new document to be signed by both Parties.
2. For the purpose of effective implementation of the obligations of the Parties, there shall be inaugurated, a four (4)- member Inter – Operational Committee comprising two (2) members each representing both Parties.
3. Any change in membership shall be by the Chief Executives of both Parties.
4. The Committee shall attend to issues affecting policies on effective and efficient execution of the terms of reference and make recommendations to ensure positive changes articulated in the MoU.
5. The Parties shall determine functions of each member and level of delegation in carrying out the committee's assignment;

- 8.a. This Amendment shall come into effect when signed and delivered by both parties.
- b. This MoU may be further amended from time to time only in accordance with the provisions of this MoU and shall continue in force and in accordance with its terms.

9. This MoU supersedes the MoU dated the 16th day of January, 2007.

IN WITNESS WHEREOF the parties have hereunto executed this MoU the day and year first above written.

Signed on behalf of the Bureau by:

Felix Abali
.....

Dr. Felix Abali, Ph.D,
Commissioner/CEO AIB

In the presence of:

Name: Maureen Tsenongo.

Designation: Legal Adviser

Signature.....*Maureen Tsenongo*.....

Signed on behalf of the Authority by:

Muhtar Usman
.....

Capt. Muhtar Usman
Director-General NCAA

In the presence of:

Name: Emmanuel D. Chukwuma, Esq.

Designation: Legal Adviser

Signature.....*Emmanuel D. Chukwuma*.....